

<b>SOLICITATION, OFFER, AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RFP160000		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01/15/2016
						6. REQUISITION/PURCHASE NUMBER GAA 160010
7. ISSUED BY Architect of the Capitol Acquisition and Material Management Division Ford House Building Room H2-263 2nd and D Streets SW Washington, DC 20515			CODE 9901		8. ADDRESS OFFER TO (If other than Item 7) Architect of the Capitol Acquisition and Material Management Division Ford House Building Room H2-263 2nd and D Streets SW Washington, DC 20515	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 17:00:00 local time 03/01/2016  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions

10. FOR INFORMATION CALL:	A. NAME FREDERICK WITCHER JR	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS fwitcher@aoc.gov
		AREA CODE 202	NUMBER 226-7092	EXT.	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section 1, Clause No. 52.232-8)	10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDAR DAYS	
	0.00	0.00	0.00	NUMBER 0	PERCENTAGE 0.00
14. ACKNOWLEDGEMENT OF AMEND- MENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.		DATE		AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than Item 7) CODE		25. PAYMENT WILL BE MADE BY Internet Payment Platform (IPP) George "Will" DeGroot Approver www.ipp.gov Washington, DC 20515		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**Section B - Supplies or Services and Prices/Costs****BASE**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
0001	Guaranteed Minimum	Total : 1.000000	SERVICE	\$	\$
<b>Description:</b>					
0002	Elevator, Escalator and Accessible Lifts Maintenance Services	Total : 1.000000	SERVICE	\$	\$
<b>Description:</b> Provide all labor, materials, equipment and incidentals necessary for routine, non-routine and emergency maintenance of approximately 235 elevators, 46 escalators and various accessible lifts at the Architect of the Capitol. Period of performance is date of award plus 365 calendar days.					

Lump-Sum Price for Base

\$

**OPTION 1**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
0003	Elevator, Escalator and Accessible Lifts Maintenance Services	Total : 1.000000	SERVICE	\$	\$
<b>Description:</b> Provide all labor, materials, equipment and incidentals necessary for routine, non-routine and emergency maintenance of approximately 235 elevators, 46 escalators and various accessible lifts at the Architect of the Capitol.					
Period of performance is 365 calendar days past the Base Year.					

Lump-Sum Price for Option 1

\$

**OPTION 2**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
0004	Elevator, Escalator and Accessible Lifts Maintenance Services	Total : 1.000000	SERVICE	\$	\$
<b>Description:</b> Provide all labor, materials, equipment and incidentals necessary for routine, non-routine and emergency maintenance of approximately 235 elevators, 46 escalators and various accessible lifts at the Architect of the Capitol.					

Period of performance is 365 calendar days past Option Year I.

Lump-Sum Price for Option 2

\$

### OPTION 3

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
0005	Elevator, Escalator and Accessible Lifts Maintenance Services	Total : 1.000000	SERVICE	\$	\$
<b>Description:</b> Provide all labor, materials, equipment and incidentals necessary for routine, non-routine and emergency maintenance of approximately 235 elevators, 46 escalators and various accessible lifts at the Architect of the Capitol.  Period of performance is 365 calendar days past Option Year II.					

Lump-Sum Price for Option 3

\$

### OPTION 4

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
0006	Elevator, Escalator and Accessible Lifts Maintenance Services	Total : 1.000000	SERVICE	\$	\$
<b>Description:</b> Provide all labor, materials, equipment and incidentals necessary for routine, non-routine and emergency maintenance of approximately 235 elevators, 46 escalators and various accessible lifts at the Architect of the Capitol.  Period of performance is 365 calendar days past Option Year III.					

Lump-Sum Price for Option 4

\$

Lump-Sum Price for All Options

\$

Lump-Sum Price for Base and All Options

\$

## Section C - Description/Specifications/Statement of Work

### C1 STATEMENT OF WORK

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#### 1.0 General. Elevator, Escalator and Accessible Lift Maintenance and Repair

**1.1 Short Description.** Provide the Architect of the Capitol (AOC) with maintenance, repairs, adjustments, and replacement of components, etc. for elevators, escalators and accessible lifts under the AOC's jurisdiction.

**1.2 Background.** The AOC has served the United States as builder and steward of many of the nation's most iconic landmarks. These include the U.S. Capitol, Capitol Visitor Center, Senate Office Buildings, House Office Buildings, Supreme Court, Library of Congress and the U.S. Botanic Garden and Capitol Grounds. The AOC is responsible for the maintenance, operation, development and preservation of 17.4 million square feet of buildings throughout Capitol Hill. This contract will ensure the continuous operation and proper functioning of approximately 235 elevators, 46 escalators and various accessible lifts located in multiple buildings located on the Capitol Hill Campus.

**1.3 Objective.** The objective of this contract is to provide various maintenance and services for elevators, escalators and accessible lifts at the AOC.

**1.4 Scope.** The contractor shall perform specific routine, non-routine and emergency repair/replacement/corrective operations as required by the Contracting Officer (CO). Subject to search and security procedures of the United States Capitol Police (USCP), the Contractor shall utilize its own tools, materials, equipment, etc. and provide transportation to and from the work site. The contractor shall respond to a request for proposal (RFP) under this contract within forty-eight (48) hours after receipt of such.

The Contractor shall provide all services and materials as follows for the recabbling of traction elevators.

**1. Hoisting Ropes:** Provide new preformed hoist ropes of proper size, length, and number. Hoisting Ropes shall be designed for elevator service, with flexible construction traction steel with lubricated fiber core; sized and provided with number of strands to suit load imposed. Ropes shall be free of kinks, and displaced or broken wires. As a minimum, the ropes shall comply with the factor of safety requirements of ASME A17.1, Section 2.20.3.

**a. Shortening of Cables:** Shorten hoist cables so as to provide required counterweight clearance as dictated by ASME A17.1 as specified in each Task Order.

**i. Counterweight Blocks:** When counterweight blocks are encountered take the additional distances these blocks incur into the calculation of the necessary length the cables need to be shortened by.

**2. Sheaves:** Inspect all sheaves on elevator to be recabled before ordering cable and scheduling elevator for recabbling. Provide a report within 2 work days of inspection on any defective sheaves. The Contractor shall submit the report to the CO-TR of an Authorization Jurisdiction Representative as to condition and need for regrooving and/or replacement.

**3. Governor Cables:** Provide new governor cables of proper size and material as per manufacturer's recommendation and governor data tag. Cable shall be free of kinks and displaced or broken wires. Contractor shall provide sample of cable to CO-TR or an Authorization Jurisdiction Representative for approval.

**4. Counterweight and Car Run-by:** Contractor shall comply with requirements for car and counterweight run-by as defined in ASME A17.1, Section 2.4.

**5. Anti-Rotation Devices:** Contractor shall comply with requirements for anti-rotation device as defined in ASME A17.1, Section 2.20.9.8.

**6. Tags:** All tags shall be either engraved on contrasting background or stamped on corrosion resistive metal, per ASME A17.1.

- a. Hoist Rope Cable Tag
- b. Governor Cable Tag
- c. Car and Counterweight Tag

#### 7. Preparation and Protection

a. **Protection:** Furnish, erect and maintain catch platforms, lights, barriers, weather protection (if required), warning signs and other items as required for proper protection of the public, workmen engaged in the work, and adjacent areas. Barricade plan shall be submitted to the COTR for approval.

i. Provide and maintain temporary protection of the existing structure designated to remain where work is being done, connections made, materials handled or equipment moved.

ii. Maintain adequate fire extinguishers within sight of the work at all times that any cutting or torching operations are performed.

b. **Debris Containment:** Take necessary precautions to prevent grease, lubricant, dirt or dust from recabling work in public areas.

## 8. Cleaning

a. **Work Areas:** Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis as equipment is installed. Remove all loose materials and filings resulting from work.

b. **Machinery Space:** After recabling is completed clean machinery space equipment and floor of dirt, oil and grease.

c. **Elevator Pit, Hoistway and Car Top:** After recabling is completed clean elevator pit, hoistway and car top of any grease, lubricant, dirt and/or dust.

d. Touch up damaged factory-painted surfaces with original paint and color.

9. **Removal of Existing Equipment:** Perform removal and alteration work as indicated, with due care, including all necessary shoring, bracing, etc. Be responsible for damage, which may be caused by such work, to any part or parts of existing structures.

Typical non-routine maintenance tasks shall include, but are not limited to, the following:

Dismounting and disassembling of failed/worn/dysfunctional elevator and escalator components for shipping, by others, to Contractor or subcontractor shops; and the subsequent reinstallation of repaired/replacement equipment,

Recabling of existing elevators and associated equipment,

In event of failure/malfunction, troubleshooting of electrical and mechanical equipment in the machine rooms, escalator truss lines, pits and of all equipment attached or associated with the elevator or escalator,

Rewiring/repairing circuit panels and board,

Utilizing existing wiring schematics, and by examination and tracing of existing circuits, developing current and correct circuit diagrams/schematics depicting actual system circuit arrangements,

Emergency repairs, of unforeseen and unspecified nature and extent, to elevator or escalator system and its components,

Repair/replacement of escalator handrails, step chains, motors, gears and drive assembly. and

Repair/maintenance of accessible lifts, which shall include but not be limited to, inclined stairway chairlifts and inclined/vertical platform lifts.

10. Except for more stringent requirements as indicated or imposed by governing regulations, all work shall comply with applicable requirements of the following ASME standards:

a. Safety Code for Elevators and Escalators, ASME A17.1 – 2007 including Addenda,

b. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2 -2007, and

c. Safety Code for Existing Elevators and Escalators, ASME A17.3 - 2008

1.5 **Place of Performance/Hours of Operation.** Work may be performed at any of the following locations (specific locations will be indicated on the task order):

**SECTOR 1**

Russell Senate Office Building - Delaware & Constitution Ave., N.E. - 20510  
 Dirksen Senate Office Building - 1st St. & Constitution Ave., N.E. - 20510  
 Hart Senate Office Building - 2nd St. & Constitution Ave., N.E. - 20510  
 Eney, Chestnut, Gibson Memorial Building (U.S. Capitol Police Headquarters) - 119 D St., N.E. - 20510  
 Senate Child Care Center - 190 D St., N.E. 20510  
 Webster Hall Page School Dormitory - 300 C St., N.E. 20510  
 Senate Warehouse - 4700 Shepherd Parkway, S.W. 20032  
 Visiting Scholars Center - 6th and E. Capitol Street, S.E. - 20003  
 United States Supreme Court Building - 1 First St., N.E. 20543  
 Library of Congress - James Madison Memorial Building - 101 Independence Ave., S.E. 20540  
 Library of Congress - John Adams Building - 110 2nd Street, S.E. 20540  
 Library of Congress - Thomas Jefferson Building - 10 First Street, S.E. 20540  
 United States Botanic Garden Conservatory - 100 Maryland Avenue, S.W. 20024  
 United States Botanic Garden Production Facilities - 4700 Shepherd Parkway, S.W. 20032

**SECTOR 2**

Cannon House Office Building - 1st St. & Independence Ave. S.E. 20515  
 Longworth House Office Building - Independence Ave. & New Jersey Ave., S.E. 20515  
 Rayburn House Office Building - Independence Ave. & S. Capitol St., S.W. 20515  
 Ford House Office Building - 2nd & D Sts., S.W. 20515  
 House Office Building Annex #3 - 501 1st St., S.E. 20515  
 United States Capitol Building 20515  
 United States Capitol Building, Capitol Visitors Center 20515  
 U.S. Capitol Power Plant - New Jersey Ave. & E St., S.E. 20003

Work may be required to be performed off-hours. The specific requirements will be defined on each task order. The contractor shall be available 24 hours a day, 7 days a week.

**\*\* NOTE: WORK FROM EACH SECTOR WILL BE ROTATED ANNUALLY THROUGHOUT THE LIFE OF THE CONTRACT \*\***

1.6. Period of Performance. See Section "F" of this contract. The period of performance of each task order will be determined prior to issuance of such order.

## Section D - Packaging and Marking

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**Section E - Inspection and Acceptance**

## Clauses By Reference

Clause	Title
52.246-4	Inspection of Services - Fixed-Price (Aug 1996)



## Section F - Deliveries and Performance

AOC52.211-4 Term of Contract (Jan 2007)

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The term of the basic contract shall be date of award plus 366 calendar days plus 4, 1-year options (if exercised).  
(End of clause)

## Section G - Contract Administration Data

### AOC52.201-1 Contracting Officers Authority (Jun 2004)

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The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

### AOC52.201-2 Contracting Officers Technical Representative (COTR) (Mar 2005)

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The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

### AOC52.204-6 Capitol Complex Conditions Affecting Contractor Operations (May 2008)

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Capitol Complex operations are, at irregular and unanticipated times, interrupted due to events that can occur on the Capitol Complex, e.g., funerals that utilize the Rotunda, closure of Congressional buildings due to unusual activities, etc. These events can impact AOC contractor operations. Any AOC contractor that becomes aware of an event that may affect its operations on the Capitol Complex may go to [www.aoc.gov/business/contractors](http://www.aoc.gov/business/contractors) to receive current information of the operational status of the Capitol Complex. Before ceasing or limiting its operations, the Contractor must obtain written approval from the Contracting Officer.

(End of clause)

### AOC52.223-5 Special Security Requirements - Services (Feb 2010)

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- (a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (1) The average length of time for completion of the security background investigation is about 2 weeks, however, several variables can significantly affect this timeframe - for example, if a contractor's employee does not cooperate in the security background investigation, or if a contractor's employee does not report timely for processing, or if a contractor's employee has been arrested/convicted and is contacted for an opportunity to address these records. In these types of situations, additional time might be needed to complete the security background investigation process.
- (2) The Contractor shall obtain all security background investigations required for its workforce and shall incorporate the process time in its offer.
- (3) Delays incurred by the Contractor in security background investigations required under this contract shall be at no cost to the government.
- (d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.
- (e) Within 7 calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name,

date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the security background investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security background investigation may not apply for access to any other AOC/US Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (h) above to the COTR.

(j) The contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

#### AOC52.223-6 Special Security Requirements - U.S. Supreme Court (Jun 2009)

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(a) All contractor personnel including both prime contractor and subcontractor personnel ("contractor personnel") performing work for or at the Supreme Court under this contract will be subject to a security investigation.

(1) The average length of time for completion of the security investigation is about 2 weeks, however, several variables can significantly affect this timeframe - for example, if a contractor's employee does not cooperate in the security investigation, or if a contractor's employee does not report timely for processing, or if a contractor's employee has been arrested/convicted and is contacted for an opportunity to address these records. In these types of situations, additional time might be needed to complete the security investigation process.

(2) The Contractor shall obtain all security investigations required for its workforce and shall incorporate the process time in its offer.

(3) Delays incurred by the Contractor in security investigations required under this contract shall be at no cost to the government.

(b) The contractor will provide the Supreme Court Police the full name, social security number, place of birth, and date of birth for all contractor personnel performing work for or at the Supreme Court, in a single package within one week of contract award. All security investigation requests will be identified with the AOC contract number under which the work will be performed.

(c) Contractor personnel will not be permitted access to the Supreme Court job site until a completion of a favorable Supreme Court Police security investigation. Upon completion of a favorable security investigation contractor personnel will be issued a Supreme Court contractor identification card. The contractor identification card shall be returned immediately to the Supreme Court Police upon completion of work on site by the individual, the contractor's completion of all work on site under the contract, the expiration date of the contractor identification card, or on demand by the Supreme Court Police. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/US Supreme Court contract or task/delivery order work site.

(d) Any of the contractor's personnel who are perceived by the Contracting Officer or the Marshall's Office of the Supreme Court as a security risk, as a result of evidence discovered during the security investigation, will not be issued a Supreme Court contractor identi-

fication card and will be denied access to the job site. The contractor is required and will be directed by the Contracting Officer to remove such person from performance of any of the contract work, whether it be on or off the work site. Any contractor personnel perceived as a security risk after being issued a contractor identification card, may be ordered to return the identification card immediately to the Supreme Court police and may be denied access to the job site.

(e) In addition to the security investigation and contractor identification requirements identified above, all contractor personnel permitted on site at the Supreme Court must be escorted by AOC personnel assigned to work at the Supreme Court under the Superintendent, Facilities Manager Office. Contractor personnel found within the Supreme Court premises without an escort will be removed from the site. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(f) All vehicles and contents used by the contractor and/or the Contractor's subcontractors or suppliers which enter or leave Supreme Court property during the performance of the work, will be subject to inspection, identification and clearance procedures. The contractor will notify and provide a bill of lading to the Supreme Court Police 24 hours in advance of any vehicles arriving at the job site. Vehicles are to report to the Supreme Court Police at the Second and East Capitol Street entrance, or as otherwise instructed, for inspection. In addition to the inspection of the vehicle and its contents, all drivers and helpers will be required to pass through a Magnetometer. All persons possessing weapons or contraband will be subject to arrest and prosecution. The U.S. Supreme Court Police reserve the right to require a delivery to be screened at the off-site inspection and screening facility at 4700 Shepherd Parkway SW, Washington, DC 20032. This determination may be exercised upon the arrival of the delivery vehicle at Second and East Capitol Street.

(g) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(h) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (g) above to the Contracting Officer's Technical Representative (COTR).

(i) The contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

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#### AOC52.223-7 Special Security Clearance and Inspection Procedures (Jun 2004)

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(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled U.S. CAPITOL POLICE NOTICE in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

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#### AOC52.223-8 Delivery Vehicle Inspection Requirements (Apr 2008)

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(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the alternative Delivery Access Point located at Third and Maryland Avenue, SW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to

the U.S. Capitol Police:

- (1) List of drivers;
  - (2) Date of birth for each driver;
  - (3) Social Security Number of each driver;
  - (4) Vehicle make;
  - (5) Vehicle model;
  - (6) License tag number and state where vehicle is licensed;
  - (7) Color of vehicle; and
  - (8) Contractor name, if shown on the vehicle.
- (e) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 563-5140. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U.S. Capitol Police whenever repetitive deliveries are anticipated.
- (f) Any delivery that does not fall into the before mentioned categories should be coordinated, in advance, with the applicable government point of contact.
- (End of clause)

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AOC52.242-2 Contractor Performance Evaluations (Dec 2006)

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At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

## Section H - Special Contract Requirements

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## Section I - Contract Clauses

### 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

<http://farsite.hill.af.mil/>

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*[Insert one or more Internet addresses]*

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(End of clause)

### 52.216-18 Ordering (Oct 1995)

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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the expiration date of the contract (including any options in effect).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## I.1 ORDERING SUPPLEMENT

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1. The Contractor shall respond to a request for quotation under the contract within forty-eight (48) hours.

2. An Authorized Ordering Officer shall give telephonic notice to the Contractor, no later than five (5) working days (weekdays excluding Saturday, Sunday and Federal Holidays) prior to the required date for commencement of work on a particular task order, excluding emergency situations. Included in such notice shall be a description of the work required; the Government's estimate of categories of personnel and number thereof perceived as necessary for completion of the work; special resource requirements and/or special or unusual circumstances or constraints pertinent to the work of the task order.

3. Any requirements to be ordered under this contract shall be ordered by issuance of a written task order executed by an Authorized Ordering Officer. All orders shall be subject to the terms and conditions of the IDIQ contract. In the event of a conflict between an order and the contract, the contract shall control.

4. Authorized Ordering Officers are:

- a. The Architect of the Capitol with unlimited monetary authority, and
- b. Contracting Officers within their delegated authority.

5. Individual Order Monetary Limitations:

- a. An Authorized Ordering Officer may not issue a series of orders within a 30 day period which exceed the maximum amounts identified below.
- b. Individual orders are limited to a minimum amount of \$250.00. The contractor is not obligated to honor orders received with less than the minimum ordering amount although the contractor may choose to honor the order. In the event the contractor chooses not to honor the order, the order shall be returned to the ordering officer within three (3) calendar days with the contractor's written rejection of the order.

6. The maximum dollar amount of any order is: \$100,000.00.

7. Each order shall contain the following:

- a. A clear description of all services to be performed or supplies to be delivered;
- b. The date of the order;
- c. The date of required completion of services or delivery of supplies;
- d. The contract number and individual order number and item number from Section B of the contract for the service(s) or supplies being ordered;
- e. A description of the item, quantity and unit price if firm fixed priced unit pricing is provided in Section B of the contract or a total estimated dollar amount where pricing in Section B is time and material and/or labor hour or cost;
- f. The place of delivery or performance; and
- g. Accounting and appropriation data with a total dollar amount or total estimated dollar amount for the order.

8. In those instances where materials (e.g. controllers, electric relays, switches, guide rollers, door hardware, circuit boards, etc.) are required for the needed repair/maintenance the Contractor shall include in their proposal to perform the work, itemized material costs that will be reimbursed at cost within the order that is issued.

9. Notwithstanding any of the foregoing provisions, maintenance service requirements of an urgent or emergency nature may be telephonically communicated to the Contractor as above, but will require the Contractor's response by presence of contract personnel, in the categories and number specified, at the site of work within two (2) hours from the time of telephonic notification by the COTR or Authorized Ordering Officer of need for such emergency services. Notice of the requirement for work of an urgent or emergency nature shall include a priority rating relative to all other work in progress, or planned. Telephonic notice of such emergency work requirement will be confirmed by transmittal of a copy of a written task order.

10. Should services of an emergency or urgent nature be required, the Government shall make payment for same at the contract rate, for regular or overtime service, as applicable, for each work category.

#### 52.216-19 Order Limitations (Oct 1995)

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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$65,000.00;

(2) Any order for a combination of items in excess of \$100,000.00; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 Indefinite Quantity (Oct 1995)

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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of or-



ders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to accept any orders after the expiration of the basic contract, including any extensions thereof.

(End of Clause)

#### 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within fourteen (14) calendar days of contract expiration, including any options.

(End of clause)

#### 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within fourteen (14) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least forty-five (45) days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (66) months (months)(years).

(End of clause)

#### 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits

(End of clause)

#### 52.233-3 Protest after Award (Aug 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

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#### 52.246-20 Warranty of Services (May 2001)

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(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor

within seven (7) calendar days

This notice shall state either--

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

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#### AOC52.202-1 Definitions (Jun 2004)

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(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.

(b) The term "Architect" as used herein means the Architect of the Capitol.

(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

#### AOC52.203-1 Advertising/Promotional Materials (Dec 2005)

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(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

#### AOC52.203-2 Disclosure of Information to the General Public (Jun 2004)

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(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Acquisition and Material Management Division. The contractor shall cooperate with the Acquisition and Material Management Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

#### AOC52.203-4 Dissemination of Contract Information (July 2010)

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Unless otherwise provided in this contract, the Contractor, or any subcontractor at any tier to this contract, shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of Clause)

#### AOC52.204-1 Printed or Copied Double-sided on Recycled Paper (Jun 2004)

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The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

#### AOC52.204-4 Personal Identity Verification of Contractor Personnel (December 2012)

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(a) By entering into this contract, the Contractor agrees to comply with all federal laws that apply to the Contractor's activities, including immigration laws, employing only individuals who are eligible to work in the United States and maintaining a signed copy of I-9 Employment Eligibility Verification for each employee.

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the So-

cial Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify employment eligibility. The Contractor, and its subcontractor(s), shall use this program to verify the employment eligibility of their personnel performing work under this contract. Information about the program can be obtained at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) or by calling 1-888-464-4218.

(c) Upon award of this contract, a copy of the E-Verify case details document evidencing “employment authorized” (final verification result) shall be provided with each request for an AOC ID badge. In the absence of a case details document evidencing “employment authorized” (final verification result), the Contractor/Subcontractor shall provide a ‘User Audit Report’ showing information concerning the individual named on the request for an AOC ID badge.

(1) The AOC does not follow the exceptions to the E-Verify federal contractor rule which exclude certain contractor employees from E-Verify Program verification. The Contractor, and its Subcontractors, are required to use E-Verify for all employees working on this contract.

(d) The Contractor, and its Subcontractor(s), shall insert this clause in all subcontracts when the subcontractor is required to have physical access to an AOC facility or access to an AOC information system. The Contractor shall require all subcontractors to comply with this clause and submit the documentation noted above when subcontractor employee badge requests are made.

(e) The AOC reserves the right to monitor compliance with the terms of this clause without notice and at any time during the period of performance under this contract.

(1) Non-compliance with this clause can result in the exercise of all available remedies in law and in accordance with the terms of this contract including cure notices, default notices, and contract termination.

**(End of clause)**

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#### AOC52.204-5 Registration In The Central Contractor Registration (CCR) (Nov 2010)

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(a) Except for purchases that use a purchase card, the Architect of the Capitol requires contractors to register in the CCR database. This is the primary vendor database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies’ finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now requiring all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering. (End of provision)

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#### AOC52.209-2 Restrictions and Disclosures of Organizational and Personal Conflicts of Interest (Oct 2008)

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(a) If this contract is for the development of specifications or a statement of work, the Contractor shall not incorporate its products or services, or the products or services of its affiliates or companies owned or partially owned by its principals, into the specifications or statement of work without the express written permission of the Contracting Officer. The Contractor agrees to include this requirement in any subcontracts concerning the performance of this contract.

(b) If the Contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into a solicitation for the AOC requirement, the Contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under any subsequent contract.

(c) The Contractor agrees to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its principals or employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) Nondisclosure or misrepresentation of a conflict of interest may result in the termination of the contract at no expense to the Government.

**(End of clause)**

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#### AOC52.215-10 Examination of Records (July 2014)

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(a) The Contractor, and any subcontractor, agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine and copy any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in

the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor, and any subcontractor, agrees that if the Architect of the Capitol or any duly authorized representatives issues a litigation hold for such records referenced above that the Contractor, and/or subcontractor, will comply and make available relevant information when requested at no cost. Litigation holds may require the preservation and availability of information for longer than 3 years.

(c) The Contractor shall include this clause in all subcontracts hereunder.

**(End of clause)**

#### AOC52.215-11 Examination of Costs (July 2010)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data in support of any claim, or contract modification if required, the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for \_\_\_\_\_ (identify by description) are accurate and complete and they are current as of \_\_\_\_\_ (date).

Date of Execution \_\_\_\_\_

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

#### AOC52.216-6 Unfixed Contract Actions (Mar 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an unfixed contract action (emergency task/delivery order, contract modification, or letter contract). The contract action may be either verbal, typed, or hand written, with the form of the unfixed contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal unfixed contract action. If an unfixed contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and incorporated by reference under any unfixed contract issued.

(b) The scope of work as originally issued on the unfixed contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the unfixed contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the unfixed contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the unfixed contract action are unreasonable, within 30 calendar days after issuance of the written unfixed contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable.

(c) Within a reasonable amount of time after the issuance of the unfixed contract action but not later than an estimated 25% of the way through the completion of the work under the unfixed contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to fix the unfixed contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the unfixed contract action must be fixed before payments exceed 40% of the funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home ad-

dress, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

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#### AOC52.219-1 Utilization of Small Business Concerns (Aug 2004)

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(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

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#### AOC52.222-3 Convict Labor (Jun 2004)

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In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

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#### AOC52.222-4 Overtime Work (Aug 2004)

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No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

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#### AOC52.223-9 Accident Prevention and Safety and Health Programs (Sep 2004)

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(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

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#### AOC52.223-10 Use of Radiography or other Nuclear Regulatory Commission Licensed Devices and Notice of Radioactive Materials (August 2011)

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(a) The Contractor, and any of its subcontractors under this contract, shall notify the Contracting Officer or designee, in writing, 48 hours prior to performance of work, of the transportation of, or use of, any items containing either (1) radioactive material requiring licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the AOC contract number, the device(s) which contains radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, name of contractor/subcontractor transporting or using said device, date(s) of the presence of the device on the U.S. Capitol Complex, time during which the device will be present on the U.S. Capitol Complex, address of the device location, and contact information for contractor/subcontractor supervisor.

(b) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro-

curies per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(c) This clause, including this paragraph (c), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

**(End of clause)**

#### AOC52.228-2 Insurance - Work on a Government Installation (May 2008)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within ten (10) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance showing the contract number and evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### AOC52.228-4 Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

#### AOC52.232-1 Payment Requests (March 2012)

(a) As used in this clause, "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Internet Payment Platform (IPP). Information regarding IPP is available on the Internet at [www.ipp.gov](http://www.ipp.gov). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131. Additional information concerning requirements for payment requests can be secured by telephoning the AOC Accounting Officer at (202) 226-2552.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(d) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Invoices shall be submitted at the end of each month in which services are performed by the Contractor. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal N/A.

- (e) If partial payments are to be made, all material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.
- (f) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.
- (g) Properly certified invoices shall be entered into the Internet Payment Platform (<http://www.ipp.gov/>). To assist the AOC in making timely payments, the Contractor is required to provide/verify all required fields in the IPP including:
- (1) Contract number;
  - (2) Name, address and Taxpayer I.D. number of Contractor;
  - (3) Invoice Date;
  - (4) Unique invoice number for that particular invoice;
  - (5) Period the payment covers; and
  - (6) Cost amount by each line item including quantity and unit price.
- (h) For services contracts that provide contractor employee(s) on-site office space, the Contractor shall sign and submit to the COTR a weekly time record sheet for each contract employee showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COTR and a copy thereof will be provided to the Contractor for record purposes.
- (i) For all services contracts requiring time records, each invoice shall itemize the total man-hours of services by labor category and unit price during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.
- (j) For Architect-Engineer services contracts, invoices shall be submitted at the end of each month in which services are performed by the Contractor and shall be submitted in accordance FAR 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEERING CONTRACTS. Retainage under any contract action awarded by the Architect functioning in the capacity as a Contracting Officer for the agency shall be released by the Architect rather than an administrative Contracting Officer.
- (k) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.204-5, Registration in the Central Contractor Registration (CCR) and AOC52.232-6, Payment by Electronic Funds Transfer.
- (l) The obligation of the Government to make any of the payments required under any of the provisions of this contract shall, at the discretion of the Contracting Officer, be subject to:
- (1) Reasonable deductions on account of defects in material or workmanship; and
  - (2) Any claims which the Government may have against the Contractor under or in connection with this contract. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.

**(End of clause)**

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**AOC52.232-6 Payment by Electronic Funds Transfer (March 2012)**

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- (a) *Method of payment.*
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.
  - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
    - (i) Accept payment by check or some other mutually agreeable method of payment; or
    - (ii) Request the Government to delay payment until such time as the Government makes payment by EFT.
- (b) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (c) *Liability for uncompleted or erroneous transfers.*
- (1) The Government remains responsible for--
    - (i) Making payment; and
    - (ii) Recovering any erroneously directed funds if an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and if the funds remain under the control of the payment office.
  - (2) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds.
- (d) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by this clause and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor.



- (e) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (f) *Payment information.* If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (g) *Government payment obligation.* The obligation of the Government to make any of the payments required under any of the provisions of this contract shall, at the discretion of the Contracting Officer, be subject to:
- (1) Reasonable deductions on account of defects in material or workmanship; and
  - (2) Any claims which the Government may have against the Contractor under or in connection with this contract. Any overpayments to the Contractor shall, unless otherwise adjusted, be repaid to the Government upon demand.

**(End of clause)**

#### AOC52.232-7 Discounts (Aug 2004)

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- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.
- (End of clause)

#### AOC52.232-12 Assignment - Supplement (Sep 2004)

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Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

#### AOC52.233-1 Disputes (Mar 2008)

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- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Acquisition and Material Management Division.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the

Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

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#### AOC52.233-2 Waiver and Release of Claims (February 2015)

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(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Contractor agrees that an executed Waiver and Release of Claims form satisfactory to the Contracting Officer will be provided as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(c) Whenever the Contractor submits a request for partial or progress payment under a contract, the Contractor shall furnish a Waiver and Release of Claims form with respect to all work performed and materials supplied through the date of the immediately preceding request for partial payment.

(d) Contractor is on notice that exclusionary language added to any Waiver and Release of Claims form shall not be accepted by the AOC and will delay any contract modification and/or any associated partial / progress payment due under the contract.

(e) Receipt of an executed Waiver and Release of Claims form is a condition precedent to receipt of any associated contract modification or partial / progress payment.

**(End of clause)**

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#### AOC52.239-1 Protection of AOC Information Technology Systems (July 2013)

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(a) Contractors shall participate in AOC security awareness training for users of information technology systems as well comply with all AOC policies and procedures for information technology systems. Contractor activities performed within AOC owned or operated information technology systems, as well as information technology systems owned or operated by AOC contractors, shall be secure.

(b) All contractor, and subcontractor, employees under this contract shall execute and return, prior to contract performance:

- (1) Non-disclosure agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol; and
- (2) AOC IT System Rules of Behavior.

(c) All AOC contractors shall successfully complete annual AOC computer security awareness training. Contractors are not allowed to share their AOC account or any AOC account. Contractors shall not share their passwords with anyone including, but not limited to, their supervisor or the Contracting Officer's Technical Representative (COTR) or AOC Information Technology Division personnel. Contractors must immediately inform the Contracting Officer and the AOC Information Technology Division Help Desk if any of their information technology equipment, including but not limited to, mobile devices, cellular phones, computer tablets, laptops and personal computers are lost or stolen.

(d) At any time prior to contract completion, the Contractor shall immediately notify the COTR in writing, with a copy to the Contracting Officer, of the termination, removal, or retirement, of any contractor, or sub-contractor employee, working on this contract who has had access to AOC information systems and been provided an AOC account.

(e) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(f) If new or unanticipated threats or hazards are discovered by the Contractor, or if existing safeguards have ceased to function, the Contractor shall immediately bring the situation to the attention of the Contracting Officer.

**(End of clause)**

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#### AOC52.242-4 Stop-Work Order (May 2014)

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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of

the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make any applicable equitable adjustment and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) In any instance where a practice, behavior or method of the contractor, its subcontractors or their respective employees or in any instance where the actions or omissions of the contractor, its subcontractors or their respective employees create a condition that could reasonably be expected to cause an imminent danger, including without limitation death or serious bodily injury or significant and substantial environmental harm or property damage, any person may identify for and advise the contractor of the imminent danger and may direct that such practices, behaviors or methods be ceased or that such condition be remedied to eliminate the risk of imminent danger. The COTR and Contracting Officer shall be made aware of any such direction immediately after the direction is given. In no event shall any direction given pursuant to this paragraph constitute a stop work order under the Contract unless the resulting work stoppage exceeds three (3) days.

**(End of clause)**

#### AOC52.245-2 Government-Furnished Property (July 2013)

(a) For the purposes of this clause, Government-furnished "property" (GFP) includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No GFP shall be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue GFP to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of GFP.

(d) Any GFP provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the GFP, whether used by the contractor representative or another contractor employee or subcontractor. GFP can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using GFP for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All GFP shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return GFP, or the return of GFP that has not been properly maintained and used, may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

#### Clauses By Reference

Clause	Title
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)

Clause	Title
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Apr 2015)
52.222-35	Equal Opportunity for Veterans (Oct 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)
52.222-37	Employment Reports on Veterans (Oct 2015)
52.222-41	Service Contract Labor Standards (May 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (May 2014)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
52.223-6	Drug Free Workplace (May 2001)
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (May 2008)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-3	Patent Indemnity (Apr 1984)
52.229-3	Federal, State and Local Taxes (Feb 2013)
52.232-11	Extras (Apr 1984)
52.232-23	Assignment of Claims (May 2014)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)
52.242-13	Bankruptcy (July 1995)
52.243-1 Alt I	Changes - Fixed-Price (Aug 1987) - Alternate I (Apr 1984)
52.246-25	Limitation of Liability - Services (Feb 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

**Section J - List of Attachments**

**J1 LIST OF ATTACHMENTS**

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- A. SCHEDULE OF LABOR CATEGORIES AND MATERIALS/SUPPLIES**
- B. APPENDIX "A"**
- C. APPENDIX "B"**
- D. AOC CONTACT LIST**
- E. PAST PERFORMANCE QUESTIONNAIRE**
- F. VENDOR REQUEST FORM**
- G. U.S. CAPITOL POLICE REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS**
- H. CERTIFICATE OF INSURANCE SAMPLE**
- I. CONTINUING CONTRACT PERFORMANCE DURING A PENDING INFLUENZA OR OTHER NATIONAL EMERGENCY**
- J. ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM**

## Section K - Representations, Certifications and Other Statements of Offerors

### 52.203-2 Certificate Of Independent Price Determination (Apr 1985)

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(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

### 52.204-3 Taxpayer Identification (Oct 1998)

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(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship

with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_\_ Foreign government;

\_\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_\_ Other \_\_\_\_\_.

(f) *Common parent.*

\_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (Oct 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)



52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

- (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-1 Biobased Product Certification (May 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C.8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

AOC52.204-2 Data Universal Numbering System (Duns) Number (Jun 2004)

- (a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
  - (b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
    - (1) Company name;
    - (2) Company address;
    - (3) Company telephone number;
    - (4) Line of business;
    - (5) Chief executive officer/key manager;
    - (6) Date the company was started;
    - (7) Number of people employed by the company; and
    - (8) Company affiliation.
  - (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).
  - (d) Enter DUNS number:\_\_\_\_\_.
- (End of provision)

AOC52.204-3 Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.209-1 Organizational and Personal Conflicts of Interest (Apr 2010)

- (a) The offeror certifies that, to the best of its knowledge and belief, there \_\_\_\_\_ are \_\_\_\_\_ are not any relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.
- (b) The offeror certifies that, to the best of its knowledge and belief, there \_\_\_\_\_ are \_\_\_\_\_ are not any relevant facts or circumstances which could give rise to a personal conflict of interest, as defined in FAR Subpart 9.5.
- (c) If this procurement is for the construction of a building or building structure, or providing one or more system or item(s) that were engineered, designed, or developed under a previous contract or subcontract, by completing the certification in paragraphs (a) and (b) of this provision, the offeror certifies that, to the best of its knowledge and belief, it or none of its principals participated in the previously awarded contract for the engineering, designing, or developing of the requirements in this solicitation.

(End of provision)

#### AOC52.209-3 Company Principals (Oct 2008)

The offeror represents that the following persons are principals (see FAR 52.209-5(a)(1)(ii)(2), Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters, for definition of "principals") of the offeror's company. If none in the title(s) shown, indicate "none".

_____ Chief Executive Officer (print name)	_____ President (print name)
_____ Vice President (print name)	_____ Secretary (print name)
_____ Treasurer (print name)	_____ Director (print name)
_____ Controller (print name and title)	_____ Other (print name and title)

(End of provision)

#### AOC52.215-8 Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: _____	Title: _____
Telephone: _____	E-Mail: _____
Name: _____	Title: _____
Telephone: _____	E-Mail: _____
Name: _____	Title: _____
Telephone: _____	E-Mail: _____

(End of provision)

#### AOC52.219-2 AOC52.219-2 Small Business Representations and Certifications (Sep 2008)

(a) The North American Industry Classification System (NAICS) code for this procurement is 238290 and the small business size standard is \_\_\_\_\_ (if this requirement is for manufacturing or trade) or \$ 15 million (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

- ☐ Nonprofit organization (do not check any other box).
- ☐ Large business (do not check any other box).
- ☐ Foreign contractor (do not check any other box).
- ☐ State/local/Federal government agency (do not check any other box).
- ☐ Small business (see 13 CFR Part 121).
- ☐ HUBZone small business (see 13 CFR Part 126).
- ☐ Small disadvantaged business (see 13 CFR 124.1002).
- ☐ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
- ☐ Veteran-owned small business (see 38 U.S.C. 101(2)).
- ☐ Women-owned small business.

(End of provision).

## Section L - Instructions, Conditions and Notices to Offerors

### 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

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*[Insert one or more internet addresses]*

(End of provision)

### 52.216-1 Type of Contract (Apr 1984)

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The Government contemplates award of a indefinite delivery - indefinite quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

### AOC52.206-1 Procurement Authority for the Architect of the Capitol (Sep 2007)

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The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

### AOC52.215-1 Instructions to Offerors (January 2011)

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(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.*

(1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD”, the offeror shall enclose the completed Schedule page; offer guarantee, if required; Representations and Certifications, and SF 3881 ACH VENDOR/ MISCELLANEOUS PAYMENT ENROLLMENT FORM. Address envelopes to: Architect of the Capitol, Acquisition and Material Management Division, Ford House Office Building, Attn: Mr. Fred Witcher, Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police preclude the delivery of offers to the U.S. Capitol Complex of buildings. All offers resulting from this solicitation must be screened for security purposes at a central location. The Architect of the Capitol (AOC) will not accept offers delivered directly to the Bid Room address at the Ford House Office Building or

delivered to any other location within the U.S. Capitol Complex. All offers resulting from this solicitation shall be delivered to the designated mail screening facility and addressed to: Postal Operations Screening Facility, 9140 East Hampton Drive, Capitol Heights, MD 20743. No other method of delivery is acceptable. **See “Offer Delivery Instructions” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of a proof of delivery receipt from the designated mail screening facility to Mr. Fred Witcher at (202) 225-3221.

(d) *Submission, modification, revision, and withdrawal of proposals.*

(1) Offerors are responsible for submitting proposals and any modifications or revisions by the time and date specified in the solicitation. If no time is specified in the solicitation, the time for receipt of all proposals is 4:30 p.m. local time on the date that the proposal is due. For the purposes of determining timeliness, receipt shall be determined to be the date and time the proposal is received at the designated mail screening facility.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time and date set for receipt of proposals; or

(ii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time and date specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 Interpretations and Amendments (Jun 2004)

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(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to fwitcher@aoc.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

#### AOC52.215-3 Restriction on Disclosure and Use of Data (Jun 2004)

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Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

#### AOC52.215-6 Preparation of Proposals (May 2010)

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(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 17 of the SF33 and return Sections A, B, and K of this solicitation package. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

#### AOC52.215-9 Failure to Submit Offer (Jun 2004)

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Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

#### AOC52.215-12 Joint Venture Offeror Requirements (May 2010)

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When providing an offer as a joint venture, all members of the joint venture shall sign the offer, and the bid bond if applicable, unless a written agreement by the joint venture is furnished with the offer designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the offer. Failure to comply with the foregoing requirements may eliminate the offer from further consideration.

(End of Provision)

#### AOC52.216-3 Indefinite Delivery Contract Awards (Aug 2006)

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(a) The Government may award up to two (2) indefinite-delivery indefinite-quantity (IDIQ) contract(s) resulting from the solicitation to the responsible offeror(s) whose offer(s) conform to the solicitation and will be most advantageous to the Government, cost or price and other factors specified elsewhere in this solicitation, considered.

(b) The requirement, if any, used as the seed requirement under this solicitation will be issued as a task or delivery order to the offeror representing the best overall value to the government among those firms determined to be technically acceptable. Additional contracts may be awarded to offerors whose proposals are also advantageous to the Government, based upon the stated evaluation criteria. Each awardee will receive a minimum guarantee of \$5,000.00 for the term of the contract. The estimated maximum amount to be ordered under this contract, encompassing all contracts awarded and including all options, is \$1,000,000.00.

(c) The AOC reserves the right to award one contract covering only the initial or seed requirement.

(End of provision)

#### AOC52.232-14 Submission of Electronic Funds Transfer Information (March 2012)

(a) *Method of payment.* All payments by the Government under any contract resulting from this solicitation shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of AOC52.232-6, Payment by Electronics Funds Transfer.

(b) *Mandatory submission of EFT information.* If requested, the offeror shall submit SF 3881, ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM and the Architect of the Capitol Vendor Request Form.

(End of provision)

#### AOC52.233-5 AOC52.233-5 Service of Protest (July 2010)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Architect of the Capitol, Ford House Office Building, AT-TN: Mr. Anthony Hutcherson, Director, AMMD, 2nd and "D" Streets, S.W., Washington, D.C. 20515

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### AOC52.237-1 Alt I Site Visit (May 2005) Alternate I (May 2010)

(a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(b) A pre-proposal meeting will be conducted at the At this time a site visit is deemed not necessary. However, a site visit will be conducted if requested. located at TBD for all prospective offerors on TBD at TBD local time.

(End of provision)

### L1 PROPOSAL COMPOSITION - LOWEST PRICED, TECHNICALLY ACCEPTABLE

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article entitled, INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL – LOWEST PRICE, TECHNICALLY ACCEPTABLE of this section and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL – LOWEST PRICE, TECHNICALLY ACCEPTABLE of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS of this section and submitted in the following number of copies:

- (1) Technical Proposal - One (1) original and three (3) copies
- (2) Price Proposal - One (1) original and one (1) copy

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

### L2 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - LOWEST PRICED, TECHNICALLY ACCEPTABLE

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Government. The Technical Proposal shall be subdivided into three (3) subsections: Corporate Experience and Expertise, Safety and Past Performance; indexed by evaluation factor and contained in three ring binders, binder clips, rings, or other methods that allow the material to be viewed and removed easily. Spiral binding is strongly discouraged.

(b) Evaluation factors.

(1) Evaluation Factor 1 - Corporate Experience and Expertise. The Offeror shall provide a listing of at least five (5) past projects of comparable scope, size and complexity (e.g., Elevator Maintenance, Escalator Maintenance) which involved similar tasks, a majority (over 50%) of which were performed by the Offeror and not subcontractors in, on or around occupied buildings, during the last 3 years. Offerors are encouraged to submit, if available, more than the minimum of five (5) required projects, in the event one or more of the projects submitted are evaluated as being unsatisfactory; however, no additional credit will be given to offerors submitting more than the three (3) required projects. For each project listed, provide the following:

- (i) a project identification, location;
- (ii) contracting agency/owner identification and address;
- (iii) date of award and completion;
- (iv) contract award amount/final amount and description of any differences between the award amount and the final amount;
- (v) key personnel (Project Foreman) /subcontractors involved;
- (vi) brief description of the project;
- (vii) state the percentage of work completed by the offeror and all subcontractors;
- (viii) point of contract at agency/owner and phone number.

Relevant projects are those which are comparable in size, scope and complexity to the work contemplated by this solicitation, and which involve one or more of the following efforts:

- Elevator Maintenance and Repair (e.g. elevator controller work, replacement of other components, diagnostics, repair, etc.),
- Escalator Maintenance and Repair (e.g. escalator controller work, replacement of other components, diagnostics, repair, etc.), and
- Accessible Lift Maintenance and Repair

(2) Evaluation Factor 2 – Safety. The Offeror shall provide documentation (insurer's letterhead) on the most recent three (3) years experience modification rate or EMR. Provide insurer's POC information also.

(3) Evaluation Factor 3 - Past Performance. Although the Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the Offeror's past performance. The enclosed "AOC PAST PERFORMANCE QUESTIONNAIRE" shall be provided to each of the companies/agencies for which the Offeror performed work and listed in its response to Evaluation Factor 1 - Corporate Experience and Expertise. The questionnaire(s) must be faxed **(202) 225-3221** or emailed (**fwitcher@aoc.gov**) by the companies/agencies to the attention of Mr. Fred Witcher by the date established for receipt of offers in order to be considered in the evaluation process.

(End of article)

### L3 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - LOWEST PRICED, TECHNICALLY ACCEPTABLE

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options, and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price, to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initiated by the signer of the proposal or by his duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

- (1) The SOLICITATION, OFFER, AND AWARD FORM (original signature required in Block 17);
- (2) The SCHEDULE; pages 2 thru 3 (Base and Option Years) and the attachment entitled "SCHEDULE OF LABOR CATEGORIES AND MATERIALS/SUPPLIES".
- (3) The REPRESENTATIONS AND CERTIFICATIONS; pages 30 thru 35.

(d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

#### Clauses By Reference

Clause	Title
52.216-27	Single or Multiple Awards (Oct 1995)



## Section M - Evaluation Factors for Award

### AOC52.215-4 Contract Award - Lowest Priced Technically Acceptable (May 2008)

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(a) The Government will evaluate offers in response to this solicitation and award a contract without discussions to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may

- (1) Reject any or all offers;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

### M1 EVALUATION CRITERIA - LOWEST PRICE TECHNICALLY ACCEPTABLE PROCEDURES

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**General Requirements.** The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified herein are defined below. Proposals will be evaluated for acceptability but not ranked using the non-price factors. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. Refer to AOC52.215-4 Contract Award - Lowest Priced Technically Acceptable (May 2008) in the Solicitation Conditions for additional evaluation details.

(a) **Technical Evaluation Criteria.** For each evaluation factor, the Government shall make a determination of "acceptable" or "unacceptable". In order for an Offeror to be determined acceptable, it must receive "acceptable" ratings on all evaluation factors. Any evaluation factor rating of "unacceptable" shall result in the Offeror's entire proposal being determined "unacceptable" and its price proposal shall not be considered. The criteria for meeting the minimum acceptability standards for each evaluation factor are listed below:

(1) **Corporate Experience and Expertise.** The Government shall evaluate the Offeror's Corporate Experience and Expertise to determine if the Offeror has, at a minimum, completed five (5) projects comparable to the work solicited in this RFP within the past three (3) years. The Offeror shall have, at a minimum, performed a majority (over 50%) of the tasks in those projects.

(2) **Safety.** The Government shall evaluate the Offeror's safety by reviewing the company's experience modification rate for the past three (3) years to determine if the average EMR for the last three (3) years is less than 1.25. Contractors with EMRs 1.25 or higher will be evaluated as unacceptable.

(3) **Past Performance.** The Government shall evaluate the Offeror's Past Performance to determine if it has successfully performed the projects submitted by the Offeror in response to the Corporate Experience and Expertise evaluation factor. Successful performance may include a satisfactory record of conforming to contract requirements and to standards of good workmanship; a satisfactory record of forecasting and controlling costs; a satisfactory record of adhering to contract schedules, including the administrative aspects of performance; a satisfactory history of reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, evidence of a business-like concern for the interest of the customer.

(b) **Price Evaluation Criteria.** The Government will evaluate the price proposals of all firms found Technically Acceptable. Price criterion measures not only actual dollars but also analyzes the reasonableness of the Offeror's proposed price. Offerors are required to propose pricing on Line Item Nos. 1-10 (Base) plus (Options) Line Item Nos. 11-50 on the bid schedules under the "ATTACHMENTS" section of the RFP. Offerors who fail to propose a price for each item on the Schedule will be deemed unacceptable and

will be rejected.

(End of article)

#### Clauses By Reference

Clause	Title
52.217-5	Evaluation of Options (July 1990)